



CONSULTANCY CONTRACT

The undersigning party, **PEDRO ALEXANDER PINEDA DIAZ**, a Honduran national, having as Identity Document No. 0501-1974-01448, married, an Industrial Engineer by profession and who by means of agreement No. 90-B-2018, dated March 01, 2018 was confirmed as Minister of Administration and Financial Management of the Office of the President (*Casa Presidencial*), and who hereinafter will be referred to as **THE CONTRACTING PARTY**, (and) for the other party, **ANDRES LUCAS SILVA WOOD**, of legal age, holder of Passport number P19609273, and a Chilean national, and temporarily in this City, and who appears in his capacity as Legal Representative of the "CYPARIS" Company, a company incorporated under the laws of Florida, United States of America, who hereinafter will be referred to as **CONSULTANT**, have agreed to enter into this **CONSULTANCY CONTRACT**, which shall be governed by the rights and obligations to which the parties agree in this agreement, and which contains the following:

DECLARATIONS

THE OFFICE OF THE PRESIDENT DECLARES:

- A. That Eng. Pedro Alexander Pineda Díaz has the requisite and sufficient legal authority to enter into this Contract in its name and on its behalf.
- B. That in consideration of CONSULTANT's experience and technical knowledge, the Office of the President desires to hire CONSULTANT to provide Traditional and Digital Communication Advisory Services for the Country Brand of Honduras.

THE CONSULTANT DECLARES FOR HIMSELF:

- A. That he has sufficient and necessary legal authority to enter into this Contract in his name and on his behalf, asserting that such powers have not been revoked, modified, or limited in any way.
- B. That the execution, delivery, and performance of this Contract: (i) does not and will not violate any law, regulation, decree, contract, or any other kind of legal provision in Honduras or any other country; (ii) does not and will not constitute a violation or breach of any of his contractual obligations; and (iii) once it is duly executed and delivered, this Contract shall constitute a valid and binding document per its terms and conditions.
- C. That he has the technical knowledge, capacity, and experience necessary to provide the services outlined in this Contract, and that additionally he possesses the specialized and qualified human resources, as well as the material, economic, administrative and support resources necessary to provide such services directly to the Office of the President, under the terms and conditions set forth herein.
- D. That he wishes to enter into this Contract, in order to provide the Office of the President the services covered by this Contract.



FIRST CLAUSE: Term of Performance of the Contract for Services. Given the nature of the Services, they shall be performed from June 24, 2019 to December 31, 2019. The contract shall cover the following activities:

[signature A Lucas Silva W]

1. Strategy session
2. Survey questionnaire and analysis of national survey.
3. Development of the communications plan
4. Support in implementing national campaigns
5. Support in implementing international campaigns
6. Consultancy and review of social networks messaging and artwork.
7. Consultancy on website redesign.
8. Drafting of scripts for audiovisual messaging
9. Drafting of press releases
10. Development of talking points
11. Strategic recommendations
12. In-person meetings in Honduras
13. Crisis management
14. Training in effective communications
15. Advice on the social launch of the Country Brand with key actors
16. Advice on relationships with international media

SECOND CLAUSE: Fee amounts and form of payment. The CONTRACTOR "CYPARIS" agrees to provide the services set forth in **CLAUSE ONE**.

The **CONTRACTING PARTY** undertakes to pay CYPARIS the total sum of US\$ 40,600 (Forty thousand six hundred dollars) as payment for services rendered, which is equivalent to the sum in Lempiras of Lps.999, 166.00 (Nine hundred ninety-nine thousand nine hundred sixty-six Lempiras), divided in 6 monthly payments, of which 25% will be withheld as income tax. Additionally, and in accordance with the State Contracting Law of Honduras, pursuant to ARTICLE 10.06, a performance bond of ten percent (10%) of each partial payment will be withheld from the fee amounts paid, and which shall be repaid within 30 working days after receipt or delivery of services.

Monthly payments shall be made within the term of the invoice of the month invoiced by wire transfer to the following account in the United States:

Bank: CHASE
 Account Name: CYPARIS LLC
 Account Number: 308103321
 ABA-Routing number: 021000021
 Swift: CHASUS33

It shall be understood that **CONTRACTOR** has planned for any necessary expenses for his travel, per diem, hiring of personnel in order to carry out the aforementioned consultancy under these conditions, and therefore may not claim any further compensation nor reimbursement for these expenses nor for any other.

[signature A Lucas Silva W]

[English translation of Spanish language original, Steven Mines, certified translator, page 2 of 6]



THIRD CLAUSE. Copyrights. During the term of this Agreement, **CONTRACTOR** assumes all liability for industrial property violations, including but not limited to patents, trademarks, copyrights, etc., arising from the use of products, techniques, tools, devices, systems, mechanisms, artworks, etc., used by **CONTRACTOR** to provide the Services under this Contract. **Condition for the Provision of the Services.** Services under this Contract shall be performed personally and directly by CONSULTANT, using its own products, resources, experience, technical and specialized knowledge, and using personnel which has been specifically designated and assigned for such purposes, about which CONSULTANT shall give timely notice to THE OFFICE OF THE PRESIDENT (CASA PRESIDENCIAL), and regarding which THE OFFICE OF THE PRESIDENT shall reserve the right to reject and/or request the substitution of any person who, in its opinion, does not meet the required standard of professionalism, experience and performance expected of such a specialist, and for which reason CONSULTANT agrees not to subcontract to any person nor assign in any way the rights under from this Contract, without the prior written authorization of THE OFFICE OF THE PRESIDENT.

The parties acknowledge that compliance with the following terms is of the essence and the determinant reason for contracting the Services provided by CONSULTANT:

- (a) CONSULTANT is strictly prohibited from marketing, transferring, selling, alienating, assigning, or permitting for any reason or under any title, the use, disposition, or dissemination, to any third party of documentation or information that exists as a result from the parties' working relationship.
- (b) In all cases CONSULTANT, and the personnel assigned to providing Services under this agreement, shall comply with the ethical rules and policies on conflicts of interest and all the internal regulations in force in its relationship with THE OFFICE OF THE PRESIDENT, for which reason CONSULTANT agrees to generally avoid situations in which personal interests are given precedence or could appear to be put ahead of the interests of THE OFFICE OF THE PRESIDENT.

Likewise, CONSULTANT agrees to not offer incentives or gifts to employees or officials of THE OFFICE OF THE PRESIDENT, nor of any other governmental entity, whether of the executive, legislative or judicial branch, in order to obtain any benefit for CONSULTANT and/or its subcontractors, subsidiaries and/or affiliates, as the case may be.

FOURTH CLAUSE. Confidentiality. **CONTRACTOR** irrevocably undertakes before the **CONTRACTING PARTY** to not disclose, divulge, disseminate, provide nor transmit, in any form and/or format, to any natural person or legal entity, whether public or private, information that **CONTRACTOR** is legitimately charged with safeguarding or which is under its control, and to which it has access because it is related to the performance of its duties and to processes related to **CONTRACTOR's** services. Neither may it use for its own benefit, or for the benefit of third parties, the information to which it has access in this consultancy, nor disclose, divulge, or disseminate the policies and/or any other information related to the work of the **CONTRACTING PARTY**. In the event **CONTRACTOR** is requested by any person, agency, or institution to divulge information that is considered confidential, it shall notify the **CONTRACTING PARTY**, who shall decide the steps to be taken and the information to be provided.

[signature A Lucas Silva W]



CONTRACTOR assumes the obligation of confidentiality agreed to in this clause for the entire term of the contractual relationship and even following the termination of the contract, undertakes to safeguard this ULTRA SECRET information for a period of 25 years and undertakes not to use the data and information to which it has had access due to its consultancy, for own benefit or for the benefit of any other individual or legal entity, whether public or private.

It is hereby noted that a violation or breach of CONSULTANT's obligation of confidentiality, as well as the falsity of information that it may provide to third parties, may also expose him to committing the crime of violation of secrecy as defined in Art. 13 of the LAW ON OFFICIAL SECRETS AND CLASSIFICATION OF INFORMATION (LEY DE SECRETOS OFICIALES Y DE CLASIFICACION DE LA INFORMACION), and the CONTRACTING PARTY shall be entitled to file the corresponding complaint as plaintiff, for the filing of any relevant criminal or civil charges and administrative actions.

FIFTH CLAUSE. Condition for Performance of the Consultancy. The consulting services to be provided under this Agreement, shall be performed personally and directly by **CONTRACTOR**, who shall supply its own products, resources, experience, technical and specialized knowledge, through personnel that has been specifically designated and assigned for this purpose, and about which **CONTRACTOR** shall give sufficient opportunity and notice to **THE CONTRACTING PARTY**, and **THE CONTRACTING PARTY** reserves the right to reject and/or request the substitution of any person who it deems does not meet the requirements of professionalism, experience and performance expected of a specialist.

SIXTH CLAUSE. Labor Liability. Both parties expressly agree that any personnel used by **CONTRACTOR** to provide Services under the terms of this Agreement shall be personnel which is hired exclusively and specifically by **CONTRACTOR**, for which reason **CONTRACTOR** shall be solely liable for employment obligations arising from the existing relationships with its personnel, such as salaries, compensation and professional risks or any other obligations or benefit arising from such employment relationships, or due to the Labor Code or other applicable laws.

SEVENTH CLAUSE: Disputes. In case of disputes that may arise in the carrying out of the consultancy, the parties undertake to seek to resolve such disputes through dialogue, so as to always ensure the benefit for the Presidency of the Republic of Honduras; In any event the competent jurisdiction in case of legal action is that of the Court of Contentious Administrative Claims of the city of Tegucigalpa, as provided by the governing Law on jurisdiction.

EIGHTH CLAUSE: Modifications to the Contract. This contract may be modified only by written agreement signed by the parties.

NINTH CLAUSE: Notices. To be valid, all communications and notices to the parties in connection with the carrying out of this Contract shall use each party's respective domicile indicated in this clause. A change of domicile of any of the parties shall be effective as of the date on which such a change was communicated to the other party, by any written means.

For the purposes of this contract, notifications or communications shall be considered valid when sent

[signature A Lucas Silva W]

[English translation of Spanish language original, Steven Mines, certified translator, page 4 of 6]



PRESIDENCIA DE LA REPÚBLICA

by mail or email with an acknowledgement of receipt by the addressee other than one sent electronically by the system itself, to the following addresses:

"THE CONTRACTING PARTY":

Address: Bulevar Fuerzas Armadas, antiguo Edificio de Cancillería

Attention: Pedro Pineda

Telephone: 22905000

"THE CONSULTANT":

Address: 5 Island Avenue, apt. 3H, Miami Beach, Florida, USA. 33139

Attention: Lucas Silva Wood

E-mail: Lucas.Silva@cyparigroup.com

Telephone: +1.305.956.8303

TENTH CLAUSE. Duration of the Contract. This contract shall conclude upon the regular performance of services by the parties, and in the event of noncompliance shall be terminated; causes for termination are serious and repeated noncompliance as to the scope of the consultancy and when mutually agreed by the parties.

In witness whereof, we have signed this contract for professional consulting services, in the city of Tegucigalpa, Central District Municipality, on June 24, 2019, signing two originals for each of the parties.

[signature]

**PEDRO ALEXANDER PINEDA DIAZ
MINISTER OF ADMINISTRATION
AND FINANCIAL MANAGEMENT OF
THE OFFICE OF THE PRESIDENT**

[signature]

**ANDRES LUCAS SILVA WOOD
CONSULTANT**

*[stamped circular seal: Office of the President –
Minister of Administration and Financial Management
Government of Honduras]*